



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

TELEPHONE
(213) 974-2101

FACSIMILE
(213) 626-1812

May 19, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF TREASURER AND TAX COLLECTOR:
RECOMMENDATION TO APPROVE AMENDMENT NUMBER ONE TO
AGREEMENT NUMBER 75985 WITH WAUSAU FINANCIAL SYSTEMS, INC.
FOR REMITTANCE PROCESSING AND DOCUMENT MANAGEMENT SYSTEM
MAINTENANCE AND SUPPORT
(ALL DISTRICTS - 3 VOTES)**

**CIO RECOMMENDATION: (X) APPROVE () APPROVE WITH MODIFICATION
() DISAPPROVE**

SUBJECT

The Treasurer and Tax Collector is recommending approval of Amendment Number One to Agreement Number 75985 (Agreement) with Wausau Financial Systems, Inc., (a) to increase the maximum County obligation under the Agreement by one million one hundred and seventy-three thousand dollars (\$1,173,000), which will be used (i) to upgrade the Remittance Processing and Document Management System (System) and (ii) to obtain further maintenance, support and professional services with respect to the System, and (b) to delegate limited authority to the Treasurer and Tax Collector to execute amendments to the Agreement in connection with each of the three optional renewal years provided for under the Agreement.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Amendment Number One to Agreement Number 75985 (Agreement) with Wausau Financial Systems, Inc. (Wausau), to increase the maximum County obligation under the Agreement by one million one hundred and seventy-three thousand dollars (\$1,173,000), which will be used (a) to upgrade to the Remittance Processing and Document Management System (System), and (b) to obtain further maintenance, support and professional services with respect to the System.
2. Approve the attached Appropriation Adjustment in the amount of one million one hundred and seventy-three thousand dollars (\$1,173,000) by reducing Salary and Employee Benefits and increasing appropriation authority in Services and Supplies to appropriately fund the increase to the maximum County obligation under the Agreement.
3. Delegate authority to the Treasurer and Tax Collector (TTC) or his designee to execute amendments to the Agreement that (a) extend the term of the Agreement for each of the three (3) optional one (1) year renewal periods provided for in the Agreement, and (b) make necessary modifications to the Agreement in connection with each such extension, provided that such amendments do not increase the maximum County obligation under the Agreement by more than \$375,000 for each renewal period. In the event a particular renewal period exceeds such maximum allowable amount, the TTC shall request Board approval for any additional funding.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 6, 2000, your Board approved Agreement Number 72748 with Wausau for installation, implementation and initial maintenance and support of the Remittance Processing and Document Management System (System) for the Treasurer and Tax Collector (Department), which was implemented in August 2000. Agreement Number 75985 (Agreement) with Wausau was approved by your Board on December 19, 2006, as a successor agreement to Agreement Number 72748. Effective February 1, 2007, the Agreement provides for the continued provision of maintenance, support and professional services with respect to the System for an initial term that extends through January 31, 2011. The Agreement additionally provides for three (3) one (1) year renewal periods, the exercise of which currently requires an amendment to the Agreement, executed by your Board and Wausau, unless either Los Angeles County (County) or Wausau notifies the other party six (6) months prior to the expiration of the initial term or then-current renewal period, as the case may be, that either the County or Wausau elects not to renew one or more of the renewal periods.

The Department anticipated re-soliciting for a replacement System in December 2008, which was estimated to cost approximately \$5,000,000. In light of the current economic climate and County budget constraints, however, it was determined that it is in the best interest of the County to forgo the re-solicitation and instead seek to extend the useful life of the System.

The System, as currently deployed by the Department, processes approximately six (6) million payments annually and is nearing the end of its useful life. Wausau has notified the Department that maintenance and support of older hardware will no longer be provided after the initial term which expires January 31, 2011. Were the Department to upgrade the hardware only, the existing software will be outdated/unsupported and possibly incompatible with newer hardware. The consequences of not retaining necessary hardware and software support due to outdated/unsupported components, may cause the delay or loss of investment options, bank deposits may slow significantly, and the Department may face the possibility of reverting to manual processing. Thus, to best extend the useful life, functionality, and maximize funding, it was necessary to upgrade the System.

Amendment Number One will provide funding for the upgrade to the System, which will be effectuated through change notices executed by the TTC using delegated authority previously granted by your Board under the Agreement. The upgrade to the System will provide for enhanced imaging and conversion, including Automated Clearing House (ACH) processing and compliance with the Federal Check Clearing for the 21st Century Act (Check 21). Check 21 is designed to foster efficiencies by allowing remittance processors to replace an original paper check with a substitute check made from an electronic image of the original. In addition, the upgraded System will reduce the cost of security for hand carried deposits, provide the ability to process documents at a higher rate, and enable quicker turnaround on funds available for use and investing purposes. The upgraded System will also ensure efficiencies in the processing of property tax and other departmental payments.

Amendment Number One will also delegate authority to the TTC to execute amendments to the Agreement that (a) extend the term of the Agreement for each of the three (3) optional one (1) year renewal periods provided for in the Agreement, and (b) make necessary modifications to the Agreement in connection with each such extension, provided that such amendments do not increase the maximum County obligation under the Agreement by more than \$375,000 for each renewal period.

Implementation of Strategic Plan Goals

Board approval of Amendment Number One for the upgraded System is in accordance with the Department's approved Business Automation Plan.

Implementation of the upgraded System will also meet the County's Strategic Plan Goals of Organizational Effectiveness and Service Excellence.

FISCAL IMPACT/FINANCING

The maximum amount of Amendment Number One is one million one hundred and seventy-three thousand dollars (\$1,173,000), which reflects a discount of approximately \$93,000 offered by Wausau. The funds will initially be allocated to the pool of dollars available under the Agreement for additional services/System components and subsequent to your Board approval; thereafter, funding will be allocated through the change notice process to effect the acquisition and implementation of the upgraded System. The subsequent allocation will consist of (a) \$898,500 for acquisition and implementation of the upgraded System, and (b) \$139,500 for continuing hardware and software maintenance and support services for the initial term. An amount of \$135,000 will remain in the pool of dollars available under the Agreement for additional services/System components, to be used on an as-needed basis for professional services, such as training, additional hardware and software, and custom programming, which may be necessary in the future. Funding for Amendment Number One shall be through the reduction of Salary and Employee Benefits and an increase in the appropriation authority in Services and Supplies this Fiscal Year 2008/2009, and funding for renewal years shall be included in the Department's budget requests for subsequent fiscal years. Approval of the attached Appropriation Adjustment will transfer funds to the Services and Supplies appropriation and will allow the Department to fund the upgraded System.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County's Chief Information Officer concurs with the Department's recommendation (see attached analysis). The attached Amendment Number One has been reviewed and approved as to form by County Counsel.

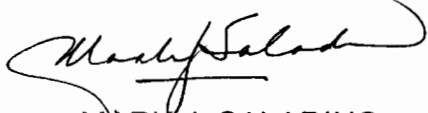
IMPACT ON CURRENT SERVICES

The recommended hardware will be delivered, configured, and tested at the permanent site in the Department's payment processing center. The software installation and implementation will take place during off-peak hours between critical processing jobs to mitigate any transition issues and to ensure that the System testing causes minimal or no disruption to the Department's operations. Implementation of the upgrade to the System will ensure uninterrupted hardware and software maintenance and support services for the System.

CONCLUSION

Instruct the Executive Officer-Clerk of the Board to return two (2) signed originals of Amendment Number One to Agreement No. 75985 and one (1) adopted stamped Board letter to the Department.

Respectfully submitted,



MARK J. SALADINO
Treasurer and Tax Collector

Reviewed by:



RICHARD SANCHEZ
Acting Chief Information Officer

MJS: KK:
EVT:evt

Attachments

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller
Chief Information Officer

CIO ANALYSIS

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 75985 WITH WAUSAU FINANCIAL SYSTEMS, INC. FOR REMITTANCE PROCESSING AND DOCUMENT MANAGEMENT SYSTEM UPGRADE, MAINTENANCE AND SUPPORT

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 0 Yrs. # of Option Yrs: 3

Contract Components:

☒ Software ☒ Hardware ☐ Telecommunications
☐ Professional Services

Project Executive Sponsor: Mark J. Saladino, Treasurer & Tax Collector

Budget Information :

Y-T-D Contract Expenditures	\$ 222,763
Requested Contract Amount	\$1,173,000
Aggregate Contract Amount	\$6,425,677

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Treasurer & Tax Collector (TTC) is recommending the Board to:

1. Approve and instruct the Chairman to sign Amendment Number One to Agreement Number 75985 with Wausau Financial Systems, Inc. to increase the maximum County obligation under the Agreement by \$1,173,000, which will be used (a) to upgrade the Remittance Processing and Document Management System, and (b) to obtain continued maintenance, support and professional services with respect to the System.
2. Approve the Appropriation adjustment in the amount of \$1,173,000 to increase appropriation authority in services and supplies to appropriately fund the increase to the maximum County obligation under the Agreement.
3. Delegate authority to the TTC or his designee to execute amendments to the Agreement that: (a) extend the term of the Agreement for each of the three (3) optional one (1) year renewal periods provided for in the Agreement, and (b) make necessary modifications to the Agreement in connection with each such extension, provided that such amendments do not increase the maximum County obligation under the Agreement by more than \$375,000 for each renewal period. In the event a particular renewal period exceeds such maximum allowable amount, the TTC shall request Board approval for any additional funding.

This CIO Analysis will focus on the TTC's recommendation to upgrade the Remittance Processing and Document Management System, and obtain continued maintenance, support and professional services with respect to the System.

Background:

On June 6, 2000, your Board approved Agreement Number 72748 with Wausau Financial Systems, Inc. (Wausau) for implementation, initial maintenance and support of the Remittance Processing and Document Management System for the TTC. This System was implemented in August 2000. Subsequent to that, there was a successor Agreement with Wausau (Agreement 75985) that went into effect on February 1, 2007 for continued maintenance, support and professional services. This four-year Agreement extends through January 31, 2011, and also provides for three (3) one (1) year renewal periods, the exercise of which currently requires an amendment to the Agreement. These three (3) one (1) year renewal periods will extend maintenance and support on the System through January 31, 2014.

Project Justification/Benefits:

The System, in its current state, is nearing the end of its useful life. Wausau has notified the Department that maintenance and support of the existing hardware will no longer be provided after the initial term. If the Department were to upgrade the hardware only, it risks lack of support on the older version of the software and/or incompatibility with the newer hardware.

The combination of the hardware and software upgrades is projected to increase the system's lifespan by 5-7 years. The upgrades will allow the system to continue providing the core functionality of processing checks and getting them into the bank. The new hardware will provide enhanced imaging and conversion capability. Also, the new system will provide the ability to process documents at a higher rate and enable quicker turnaround on funds available for use and investing purposes. The Department's technical staff has also confirmed that the system is scalable enough to accommodate future business volume.

Project Metrics:

The upgrade will be a fixed price, deliverables based agreement. As such, the Statement of Work will have timelines, expectations, and payment contingent on acceptance of work performed. Also, a test plan will be developed to ensure all system functionality is delivered.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

If the system upgrade is not approved, it could cause the delay or loss of investment options, bank deposits may be delayed, and the Department may need to revert back to manual processing.

Alternatives Considered:

The Department considered going out to bid for a replacement system in December 2008, which was estimated to cost approximately \$5 million. However, because of the current budget constraints, the Department decided to abandon the system replacement approach and instead upgrade the existing system.

Project Risks:

A risk has been identified regarding compatibility between the upgraded Wausau system and the new CAMS system that is being developed by Capita.

Risk Mitigation Measures:

TTC's technical team is in discussions with Wausau and Capita technical personnel to address issues regarding system compatibility and interfaces. Based on the reports from TTC's technical team, we believe this issue is being adequately addressed.

Financial Analysis:

The maximum amount of Amendment One is \$1,173,000. The breakdown is approximately \$898,000 for acquisition and implementation of the upgrade, \$140,000 for continuing hardware and software maintenance and support for the initial term, and \$135,000 for pool dollars for additional services/system components to be used on an as-needed basis for professional services, such as training, additional hardware/software and custom programming.

As mentioned previously, the Department considered going out to bid for a replacement system in December 2008, which was estimated to cost approximately \$5 million. However, because of the current budget constraints, the Department decided to abandon the system replacement approach and instead upgrade the existing system.

C/O Concerns:

None.

C/O Recommendations:

Based on our review of the Board Letter and discussions with the Department, this Office recommends approval of the recommended actions.

C/O APPROVAL

Date Received: April 16, 2009

Prepared by: Henry Balta

Date: May 6, 2009

Approved: 

Date: 5/2/2009

PINK

76R 352M 11/83

BOARD OF
SUPERVISORS
OFFICIAL COPY

COUNTY OF LOS ANGELES

request for appropriation adjustment

department of Treasurer and Tax Collector

Dept's.

No. 790May 19, 2009

Auditor-Controller.

the following appropriation adjustment is deemed necessary by this department. will you please report as to accounting and available balances and forward to the Chief Administrative Officer for his recommendation or action.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2008-09

3 - VOTES

SOURCES

TREASURER AND TAX COLLECTOR

Salaries and Employee Benefits

A01-TT-10950-1000

\$1,173,000

Decrease Appropriation

USES

TREASURER AND TAX COLLECTOR

Services and Supplies

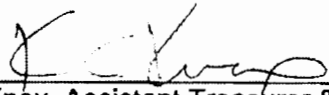
A01-TT-10950-2000

\$1,173,000

Increase Appropriation

JUSTIFICATION

This adjustment will meet the unanticipated needs for the Wausau System components upgrade. The upgrade is necessary to replace outdated/unsupported components and enhance imaging and conversion capability for banking and remittance processing.


 Keith Knox, Assistant Treasurer & Tax Collector

Chief Administrative Officer's Report

 Referred to the Chief
Administrative Officer for —

action

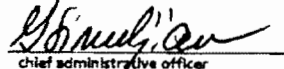
Approved as Requested ☒

as Revised

 ✓
 Recommendation

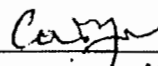
MAY 7

2009


 chief administrative officer

auditor-controller

by



 approved (as revised):
board of supervisors

20

no. 213
 MAY 7
 20 09

by

deputy county clerk

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

**AMENDMENT NUMBER ONE
TO
AGREEMENT NO. 75985 FOR REMITTANCE PROCESSING AND
DOCUMENT MANAGEMENT SYSTEM MAINTENANCE AND SUPPORT**

This Amendment Number One, dated as of May __, 2009 (hereinafter together with all Exhibits, Schedules and Attachments hereto, "Amendment No. 1") to the Agreement (as defined below) is entered into by and between the County of Los Angeles (hereinafter "County") and Wausau Financial Systems, Inc., a Wisconsin corporation (hereinafter "Contractor"), and is effective on the above date and based on the following recitals:

WHEREAS, County and Contractor have entered into that certain Agreement No. 75985, effective as of February 1, 2007 (together with all Exhibits, Schedules and Attachments thereto, all as amended from time to time, hereinafter "Agreement"), for Remittance Processing and Document Management System Maintenance and Support for the benefit of County and, more specifically, the Los Angeles County Treasurer and Tax Collector (hereinafter "TTC"). Initial capitalized terms used in this Amendment No. 1 without definition have the meanings given to such terms in the Agreement;

WHEREAS, Contractor and County desire to amend the Agreement to increase the Pool Dollars available for Additional Work under the Agreement, to make amendments to the Agreement in connection with such increase, and to make certain other amendments to the Agreement, all as further described in, and subject to the terms and conditions of, this Amendment No. 1.

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 1, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

1. Amendment No. 1 Effective Date. This Amendment No. 1 is effective as of the date first set forth above ("Amendment No. 1 Effective Date"), which is the date as of which this Amendment No. 1 has been executed by an authorized officer of Contractor and has been approved by County's Board of Supervisors.
2. Paragraph 4 (Change Notice and Amendments). As of the Amendment No. 1 Effective Date, Paragraph 4.5 of the body of the Agreement is amended and restated in its entirety as follows:

4.5 For renewals under Paragraph 7.1 (General), a mutually agreed upon written "Amendment" to this Agreement shall be prepared and executed by County's Board of Supervisors and Contractor's authorized representative, which (a) supplements Exhibit B (Schedule of Prices and Payments) to add pricing for one (1) or more of the then-remaining renewal periods, (b) amends Paragraph 8.1 (Maximum Contract Sum) to reflect such pricing and (c) if pricing for

more than one (1) renewal period is added pursuant to such Amendment, amends Paragraph 7.1 (General) to allow the term of this Agreement to renew automatically for each such renewal period, unless either party gives the prior written notice of its intent not to renew this Agreement under Paragraph 7.1 for such renewal period. Notwithstanding the foregoing, the Director has delegated authority to execute Amendments to the Agreement under this Paragraph 4.5 on behalf of County, provided that such Amendments do not increase the Contract Sum under this Agreement by more than \$375,000 for each renewal period.

3. Exhibit B (Schedule of Prices and Payments). As of the Amendment No. 1 Effective Date, Exhibit B (Schedule of Prices and Payments) to the Agreement is amended and restated in its entirety with Exhibit B (Schedule of Prices and Payments) attached to this Amendment No. 1, and incorporated into the body of this Amendment No. 1 by this reference.
4. No Other Amendments; Effect on Agreement. Except as expressly provided in this Amendment No. 1, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
5. Authority. Contractor and the persons executing this Amendment No. 1 on behalf of Contractor hereby represent and warrant that the person executing this Amendment No. 1 for Contractor is an authorized agent who has the actual authority to bind the Contractor to each and every item, condition, and obligation of the Agreement, as amended by this Amendment No. 1, and that all requirements of Contractor have been fulfilled to provide such actual authority.
6. Governing Law. This Amendment No. 1 shall be governed by and construed in accordance, with the laws of the State of California applicable to agreements made and to be performed within the State.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chairman and the seal of such Board to be affixed and attested by the Executive Officer, and Contractor has caused this Amendment to be subscribed in its behalf by it duly authorized officers, as of the Amendment No. 1 Effective Date.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

CONTRACTOR
Wausau Financial Systems, Inc.

By _____
Signature

JEFF PENN
Print Name

Dir CONTRACTS
Title

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
Of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
ACTING COUNTY COUNSEL

by _____
Amanda M.L. Drukker
Senior Deputy County Counsel

Attachment 1

EXHIBIT B
Schedule of Prices and Payments
Restated Under Amendment No. 1 : May 2009

SECTION I**Summary of Contract Sum**

Aggregate Maintenance Cost		2/1/07-1/31/08	2/1/08-1/31/09	2/1/09-1/31/10	2/1/10-1/31/11	
	Document Management System (DMS)	<u>Annual Price</u>	<u>Annual Price</u>	<u>Annual Price</u>	<u>Annual Price</u>	<u>Term Price</u>
		Quarterly Payment	\$20,645.60	\$21,630.56	\$22,712.14	\$23,847.66
		Quarterly Payment	21,663.10	21,630.56	22,712.14	\$23,847.66
		Quarterly Payment	21,722.35	21,630.56	22,712.14	24,104.46
		Quarterly Payment	21,722.35	21,630.56	22,712.14	24,104.46
	Sub Total DMS		\$85,753.40	\$86,522.24	\$90,848.56	\$95,904.23
						\$359,028.43
	Remittance Processing System (RPS)					
		Quarterly Payment	\$40,584.88	\$43,715.86	\$46,782.83	\$49,121.97
		Quarterly Payment	\$40,584.88	44,487.35	46,782.83	49,121.97
		Quarterly Payment	\$40,584.88	44,487.35	46,782.83	49,121.97
		Quarterly Payment	\$ 40,584.88	44,487.35	46,782.83	49,121.97
	Sub Total RPS		\$162,339.52	\$177,177.92	\$187,131.32	\$196,487.88
						\$723,136.64
	Total Annual		\$248,092.92	\$263,700.16	\$277,979.88	\$292,392.11
						\$1,082,165.07
Pool Dollars: (Including but not limited to: Other Professional Services, Training, Customizations, Additional System Components and Maintenance and Support)						
Change Notice No.1, IMS Database Server Enhancement Cost difference from Basic to Premium Service						\$200,000.00
2007 Iron Mountain Escrow Fees						(\$16,524.76)
Change Notice No.2, Optima IMS Upgrade.						(\$1,650.00)
2007 NSE Escrow Fees						\$1,650.00
Change Notice No. 3, IMS Archive Server - BrightStor ARCserve Backup Agent (Sales Tax and Freight)						(\$42,098.52)
2008 Iron Mountain Escrow Fees						\$55,535.30
2008 NSE Escrow Fees						(\$60.00)
Change Notice No. 4: Petty shy increases for Clients 2 & 4 (\$185.00), & LAR License (LAR Software \$19,197.50, Maintenance \$10,396.69)						\$60.00
2009 Iron Mountain Escrow Fees						(\$96.19)
Smart Sentinel Software Credit from 2/1/09 through 1/31/11						\$96.19
Amendment Number One for RPS/DMS Components Upgrade: acquisition & implementation (\$898,500), continuing hardware & software maintenance (\$139,500), & augmented pool dollars (\$135,000) = Total maximum amount of Amendment Number One is \$1,173,000						(\$1,650.00)
						\$1,650.00
						\$857.00
						\$1,173,000.00
Pool Dollars Balance:						\$1,280,288.34
						\$1,280,288.34

① Dollars are a component of fixed maintenance costs above.

② Dollars reduced from Pool but not a component of fixed maintenance costs above for balancing to Contract Sum.

③ Credit: Removal of Smart Sentinel Software

④ Amendment No. 1 funds to be allocated through Change Notice Process

Contract Sum**\$2,442,538**

(\$0)

Attachment 1

EXHIBIT B

Schedule of Prices and Payments
Restated Under Amendment No. 1 : May 2009

SECTION II

Maintenance and Support

A. Document Management System (DMS)

Item Number	Description	Serial #	Qty	Maintenance		2/1/07 - 1/31/08	8/1/07 - 1/31/08	2/1/08-1/31/09	2/1/09-1/31/10	2/1/10-1/31/11	8/1/10 - 1/31/11	4 Yr
				Unit Price	Annual Price							Price**
EXT.HW	7X24X4 HW Suppt April & December *			\$0.00	\$137.40			\$31.66	\$33.24	\$34.90	\$66.99	\$304.19
NCR-3241-S001	PC, NCR, 3241 Workstation	6SZQS51	1	126.00	126.00			132.30	138.92	145.86		543.08
NCR-3241-S001	PC, NCR, 3241 Workstation	D0CQP61	1	126.00	126.00			132.30	138.92	145.86		543.08
3498-2414-8090	MONITOR, NCR, 17" Color CRT (NCR)	476054A1B1DD	1	75.00	75.00			78.75	82.69	86.82		323.26
3498-2414-8090	MONITOR, NCR, 17" Color CRT (NCR)	4760548IB46J	1	75.00	75.00			78.75	82.69	86.82		323.26
NCR-3526-S002	SERVER, NCR, S2600, (RACK)	80TX924	4	412.00	412.00	-206.00		0.00	0.00	0.00		206.00
3526-F045	Second Processor	80TX924	4	0.00	0.00	0.00		0.00	0.00	0.00		0.00
3526-F878	2GB DDR SDRAM (4-512MB), PC2400	80TX924	4	0.00	0.00	0.00		0.00	0.00	0.00		0.00
3526-F384	HARD DRIVE, NCR, 36GB U320 10,000RPM SCSI	80TX924	4	0.00	0.00	0.00		0.00	0.00	0.00		0.00
3526-F429	39160 ULTRA3 SCSI LVD Controller	80TX924	4	0.00	0.00	0.00		0.00	0.00	0.00		0.00
3526-F616	Redundant / Hot-plug Power Supply	80TX924	4	0.00	0.00	0.00		0.00	0.00	0.00		0.00
3526-F232	PCI-INTEL 40/100 PRO100S+ Single NIC	80TX924	2	0.00	0.00	0.00		0.00	0.00	0.00		0.00
3498-2621-8090	MONITOR, NCR 17"	241FVHA2000320	4	75.00	75.00	-37.50		0.00	0.00	0.00		37.50
NCR-3488-S002	SERVER, NCR, S28-BASE-DESKSIDE	26740354	4	870.00	870.00	-435.00		0.00	0.00	0.00		435.00
3488-F038-0000	1 X Pentium III 1Ghz Processor	26740354	4	0.00	0.00	0.00		0.00	0.00	0.00		0.00
3488-F972-0000	MEMORY, NCR, 256MB SDRAM-DIMM-ECC PC133	26740354	4	0.00	0.00	0.00		0.00	0.00	0.00		0.00
3488-F231-0000	PCI PRO100+ Ethernet Adapter	26740354	4	0.00	0.00	0.00		0.00	0.00	0.00		0.00
3488-K613-0000	Rackmount Conversion Kit	26740354	4	0.00	0.00	0.00		0.00	0.00	0.00		0.00
3488-F362-0000	HARD DRIVE, NCR, 18GB 10,000RPM	26740354	4	73.00	73.00	-36.50		0.00	0.00	0.00		36.50
3488-F127-0000	29160 Adaptec U160/M W/Cable LVD SE SCSI Adapter	26740354	4	0.00	0.00	0.00		0.00	0.00	0.00		0.00
EXT.HW	IMS Archive Server 3 Yr Maint Upgrade	LA IMS ARCHIVE SR	1	1,095.00		1,095.00		0.00	0.00	0.00		1,095.00
NCR-3519-S001	IMS Archive Server	JNC63D1	1	385.00		0.00		0.00	0.00	0.00	223.30	223.30
EXT.HW	Web Server 3 Yr Maint Upgrade	LA WEB SRVR	1	1,095.00		1,095.00		0.00	0.00	0.00		1,095.00
NCR-3529-S001	Web Server	D5093D1	1	385.00		0.00		0.00	0.00	0.00	223.30	223.30
TL2000-TLR001	Dell PowerVault TL2000 Tape Library	32W73C1	1	725.00		362.50		761.25	799.31	839.28		2,762.34
DHS0537-01	DotHill SANnet II 200 (includes 13 300GB/10K Hard Drives)	0526080A0F	1	5,075.00	5,075.00			5,328.75	5,595.19	5,874.95		21,873.88
KV-S2065W	Panasonic, SCANNER, 65PPM DUPLEX	61345DE1073	1	2,023.00	2,023.00			2,124.15	2,230.36	2,341.88		8,719.38
KV-S2065W	Panasonic, SCANNER, 65PPM DUPLEX	6132YDC1473	1	2,023.00	2,023.00			2,124.15	2,230.36	2,341.88		8,719.38
KV-S2065W	Panasonic, SCANNER, 65PPM DUPLEX	6132YDC1478	1	2,023.00	2,023.00			2,124.15	2,230.36	2,341.88		8,719.38
EH-850-1000	Adrenaline 850S SCSI Wide Adapter		3	243.00	729.00			765.45	803.72	843.91		3,142.08
KV-S2065W	Panasonic, SCANNER, 65PPM DUPLEX	6134ZDE1374	1	2,023.00	2,023.00			2,124.15	2,230.36	2,341.88		8,719.38
KV-S2066W	Panasonic, SCANNER, 65PPM DUPLEX	61352DE1059	4	2,023.00	2,023.00	-1,011.50		0.00	0.00	0.00		4,011.50
501991-004	Placem 10 Slot Ultrium Drive	74000429	4	1,763.00	1,763.00	-881.50		0.00	0.00	0.00		881.50
202162-000	Rack Mount Accessory Kit - 10 Slot Unit Only	65562	1	0.00	0.00			0.00	0.00	0.00		0.00
SUPP.EXT	EXTENDED SOFTWARE SUPPORT		1	1,850.00	1,850.00			1,942.50	2,039.63	2,141.61		7,973.73
OBIPW1	Multi-User Database License		1	1,124.00	1,124.00			1,180.20	1,239.21	1,301.17		4,844.58
CLIPW1	COLD Processing		1	2,248.00	2,248.00			2,360.40	2,478.42	2,602.34		9,689.16
DIIPW1	Production Document Imaging (First Station)		1	1,124.00	1,124.00			1,180.20	1,239.21	1,301.17		4,844.58
DIIPW2	Production Document Imaging (Additional Stations)		2	450.00	900.00			945.00	992.25	1,041.86		3,879.11
DIIPW2	Production Document Imaging (Additional Stations)		2	450.00	900.00			945.00	992.25	1,041.86		3,879.11
ACIPW1-A	Automated CD Authoring		1	876.00	876.00			919.80	965.79	1,014.08		3,775.67
RPIPW1	WFS Remittance Processor		1	2,190.00	2,190.00			2,299.50	2,414.48	2,535.20		9,439.17
WFIPD1	Workflow Departmental Server		1	2,106.00	2,106.00			2,211.30	2,321.87	2,437.96		9,077.12
WFIPW1	Workflow Workstation Client		35	102.00	3,570.00			3,748.50	3,935.93	4,132.72		15,387.15

Attachment 1

EXHIBIT B

Schedule of Prices and Payments
Restated Under Amendment No. 1 : May 2009

Item Number	Description	Serial #	Qty	Maintenance Unit Price	2/1/07-1/31/08 Annual Price	8/1/07 - 1/31/08 Price**	2/1/08-1/31/09 Annual Price	2/1/09-1/31/10 Annual Price	2/1/10-1/31/11 Annual Price	8/1/10 - 1/31/11	4 Yr Total
WFIPW1	Workflow Workstation Client		6	102.00	612.00		642.60	674.73	708.47		2,637.80
WFIPC1	Workflow Concurrent Client		10	202.00	2,020.00		2,121.00	2,227.05	2,338.40		8,706.45
WTIPW1	IMS Browser		1	2,161.00	2,161.00		2,269.05	2,382.50	2,501.63		9,314.18
CTIPW1	Workstation Client (1-100) each		15	139.00	2,085.00		2,189.25	2,298.71	2,413.65		8,986.61
CTIPW1	Workstation Client (1-100) each		7	139.00	973.00		1,021.65	1,072.73	1,126.37		4,193.75
CTIPW1	Workstation Client (1-100) each		6	139.00	834.00		875.70	919.49	965.46		3,594.64
CTIPW1	Workstation Client (1-100) each		5	139.00	695.00		729.75	766.24	804.55		2,995.54
CTIPC1	Concurrent Client (1-100) each		84	271.00	22,764.00		23,902.20	25,097.31	26,352.18		98,115.69
AEIP11	Application Enabler		1	3,159.00	3,159.00		3,316.95	3,482.80	3,656.94		13,615.68
FMIP11	E-Forms		1	2,248.00	2,248.00		2,360.40	2,478.42	2,602.34		9,689.16
PTIPC1	Virtual Print Driver		1	1,012.00	1,012.00		1,062.60	1,115.73	1,171.52		4,361.85
SW-PATH3.21S	SANpath 3.2 Software - First Server		1	1,403.00	1,403.00		1,473.15	1,546.81	1,624.15		6,047.11
SW-SCAPE2.4-1S	SANscape 2.4 - One Server		1	69.00	69.00		72.45	76.07	79.88		297.40
454934	BrightStor ArcServe Backup Agent for Microsoft SQL		4	202.00	202.00	-101.00	0.00	0.00	0.00		401.00
456347	SOFTWARE, WINDOWS 2000 PROFESSIONAL		2	75.00	150.00	-75.00	0.00	0.00	0.00		75.00
456327	SOFTWARE, WINDOWS 2000 SERVER WITH 5 CLIENTS		4	226.00	226.00	-113.00	0.00	0.00	0.00		443.00
3239-F670	XP Professional		1	29.00	29.00		30.45	31.97	33.57		124.99
483405	SOFTWARE, MICROSOFT SQL SERVER 2000 CPU UNLIM USER		2	937.00	1,874.00		1,967.70	2,066.09	2,169.39		8,077.17
EH-5000-1002	Kofax Adrenaline Software v3.75		1	229.00	229.00		240.45	252.47	265.10		987.02
410-01-000003-06-00	IMS Premium Database Service		1	5,920.00	5,920.00		6,216.00	6,527.00	6,853.00		25,516.00
WINZIP	WinZIP		1	9.00	9.00		9.45	9.92	10.42		38.79
PC-ANYWHERE32	SOFTWARE, PC-ANYWHERE 32 V.11		1	47.00	47.00		49.35	51.82	54.41		202.58
INET-CLNT	I-net Support Client		1	0.00	0.00		0.00	0.00	0.00		0.00
511-WFES-SAFE-ESC	Safe Escrow Account		1	676.00	676.00		709.80	745.29	782.55		2,913.64
3241-F670	XP Professional		2	28.00	56.00		58.80	61.74	64.83		241.37
VP-W004-00S1	VRS 4.0 for SCSI workgroups Adrenaline 650i		2	330.00	660.00		693.00	727.65	764.03		2,844.68
3519-F820-0000	Server 2003 SW		1	225.00		112.50	236.25	248.06	260.47		857.28
3529-F820	Windows Server 2003 Std Edition		1	225.00		112.50	236.25	248.06	260.47		857.28
BABWBR1150S00	BrightStor ARCserve BU for Wdws SW		1	146.00		73.00	153.30	160.97	169.01		556.28
BABWBR1150S01	BrightStor ARCserve BU Tape Library		1	180.00		90.00	189.00	198.45	208.37		685.82
BABWBR1150S09	BrightStor ARCserve BU Agent		1	150.00		75.00	157.50	165.38	173.64		571.52
BABWBR1150S17	BrightStor ARCserve Backup Agent for Microsoft SQL		1	188.00		0.00	0.00	0.00	0.00		0.00
Annual Total					\$86,652.40	\$118.50	\$86,522.26	\$90,848.57	\$95,390.65	\$513.59	\$360,045.97
Annual Grand Total						\$86,770.90	\$86,522.26	\$90,848.57		\$95,904.24	\$360,045.97
Quarterly Payments					\$21,663.10	\$59.25	\$21,630.56	\$22,712.14	\$23,847.66	\$256.80	
Quarterly Payments Grand Total						\$21,722.35	\$21,630.56	\$22,712.14	\$23,847.66	\$24,104.46	\$114,017.17

* Per contract, 7x24 hour hardware coverage during peak months of April & December.

** Hardware & software maintenance for 8/1/07 - 1/31/08--added or (removed) in Wdws 2003 upgrade on 8/1/07.

Attachment 1

EXHIBIT B

Schedule of Prices and Payments
Restated Under Amendment No. 1 : May 2009

B. Remittance Processing System (RPS)

Item Number	Description	Serial #	Qty	Maintenance Unit Price	2/1/07-1/31/08 Annual Price	5/21/08-1/31/09 Annual Price**	2/1/08-1/31/09 Annual Price	2/1/09-1/31/10 Annual Price	2/1/10-1/31/11 Annual Price	4 Yr Total
EXT.HW	7x24x4 for April & December *			0.00	2,997.37			3,454.70	3,627.44	13,888.32
7780-4211-0000	STR, NCR, STD UP FRT IM, MICR, REAR INK JT ENCO	32887065	1	14,784.00	14,784.00			15,523.20	16,299.36	63,720.89
7780-4211-0000	STR, NCR, STD UP FRT IM, MICR, REAR INK JT ENCO	32887067	1	14,784.00	14,784.00			15,523.20	16,299.36	63,720.89
7780-4211-0000	STR, NCR, STD UP FRT IM, MICR, REAR INK JT ENCO	32887068	1	14,784.00	14,784.00			15,523.20	16,299.36	63,720.89
7781-1011-0000	STR CMP, NCR, 4 PKT MOD W/LISTERS	32888913	1	432.00	432.00			453.60	476.28	1,861.97
7781-1011-0000	STR CMP, NCR, 4 PKT MOD W/LISTERS	32888914	1	432.00	432.00			453.60	476.28	1,861.97
7781-1011-0000	STR CMP, NCR, 4 PKT MOD W/LISTERS	32879115	1	432.00	432.00			453.60	476.28	1,861.97
7781-1011-0000	STR CMP, NCR, 4 PKT MOD W/LISTERS	32879116	1	432.00	432.00			453.60	476.28	1,861.97
7781-1011-0000	STR CMP, NCR, 4 PKT MOD W/LISTERS	32879117	1	432.00	432.00			453.60	476.28	1,861.97
7781-1011-0000	STR CMP, NCR, 4 PKT MOD W/LISTERS	32879118	1	432.00	432.00			453.60	476.28	1,861.97
7781-1011-0000	STR CMP, NCR, 4 PKT MOD W/LISTERS	32874745	1	432.00	432.00			453.60	476.28	1,861.97
7781-1011-0000	STR CMP, NCR, 4 PKT MOD W/LISTERS	32874746	1	432.00	432.00			453.60	476.28	1,861.97
7781-1011-0000	STR CMP, NCR, 4 PKT MOD W/LISTERS	32874748	1	432.00	432.00			453.60	476.28	1,861.97
7780-F202-0000	STR CMP, NCR, FRT GRY W/BINARY IMAGING	32887065	1	168.00	168.00			176.40	185.22	724.10
7780-F202-0000	STR CMP, NCR, FRT GRY W/BINARY IMAGING	32887067	1	168.00	168.00			176.40	185.22	724.10
7780-F202-0000	STR CMP, NCR, FRT GRY W/BINARY IMAGING	32887068	1	168.00	168.00			176.40	185.22	724.10
7780-F170-0000	STR CMP, NCR, MERGE FEED HOPPER	32887065	1	456.00	456.00			478.80	502.74	1,965.42
7780-F170-0000	STR CMP, NCR, MERGE FEED HOPPER	32887067	1	456.00	456.00			478.80	502.74	1,965.42
7780-F170-0000	STR CMP, NCR, MERGE FEED HOPPER	32887068	1	456.00	456.00			478.80	502.74	1,965.42
3299-K396-0000	Adapter-Differential SCSI	32887065	1	170.00	170.00			178.50	187.43	732.72
3299-K396-0000	Adapter-Differential SCSI	32887067	1	170.00	170.00			178.50	187.43	732.72
3299-K396-0000	Adapter-Differential SCSI	32887068	1	170.00	170.00			178.50	187.43	732.72
NCR-3241-S001	PC, NCR, 3241 Workstation	HD9R971	1	126.00	126.00			132.30	138.92	543.08
3498-2625-8090	17" Color Monitor	476094ADFUF6	1	75.00	75.00			78.75	82.69	323.26
NCR-3241-S001	PC, NCR, 3241 Workstation	BKP6V51	1	5.76	5.76			132.00	138.60	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	CFP6V51	1	5.76	5.76			132.00	138.60	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	FFP6V51	1	5.76	5.76			132.00	138.60	421.89
3498-2414-8090	MONITOR, NCR, 17" Color CRT (NCR)	40760549MBMG5	1	3.43	3.43			79.00	82.95	252.48
3498-2414-8090	MONITOR, NCR, 17" Color CRT (NCR)	40760549MBMFV	1	3.43	3.43			79.00	82.95	252.48
3498-2414-8090	MONITOR, NCR, 17" Color CRT (NCR)	40760549MBMFY	1	3.43	3.43			79.00	82.95	252.48
KTMT-1700-USB/B	Touch Screen Add-on for 17" monitor - USB / Black	9919971	1	52.00	52.00			54.60	57.33	224.13
KTMT-1700-USB/B	Touch Screen Add-on for 17" monitor - USB / Black	9919984	1	52.00	52.00			54.60	57.33	224.13
KTMT-1700-USB/B	Touch Screen Add-on for 17" monitor - USB / Black	9919987	1	52.00	52.00			54.60	57.33	224.13
NCR-3526-S004	S2600 Base Rack Mount Server	7ZWJF51	1	18.83	18.83			433.00	454.65	1,383.86
3526-F877	MEM MOD, DDR SDRAM, 1GB, PC2100, S2600	7ZWJF51	1	0.00	0.00			0.00	0.00	0.00
3526-F382	73GB Hard Drive, U320, 10K, SCSI	7ZWJF51	6	0.00	0.00			0.00	0.00	0.00
3526-F414	20/40GB, HH, DDS-4, SCSI Tape Drive	7ZWJF51	1	3.43	3.43			79.00	82.95	252.48
3526-F234	PCI-INTEL 10/100/1000 Copper PRO 1000XT	7ZWJF51	2	0.00	0.00			0.00	0.00	0.00
NCR-3526-S004	S2600 Base Rack Mount Server	1J2J941	1	18.83	18.83			433.00	454.65	1,383.86
3526-F877	MEM MOD, DDR SDRAM, 1GB, PC2100, S2600	1J2J941	1	0.00	0.00			0.00	0.00	0.00
3526-F382	73GB Hard Drive, U320, 10K, SCSI	1J2J941	6	0.00	0.00			0.00	0.00	0.00
3526-F414	20/40GB, HH, DDS-4, SCSI Tape Drive	1J2J941	1	3.43	3.43			79.00	82.95	252.48
3526-F234	PCI-INTEL 10/100/1000 Copper PRO 1000XT	1J2J941	2	0.00	0.00			0.00	0.00	0.00
3498-2390-8090	19" COL 26MMDP,TC095	34023307	1	112.00	112.00			117.60	123.48	482.73
3498-2390-8090	19" COL 26MMDP,TC095	34023220	1	112.00	112.00			117.60	123.48	482.73
3498-2390-8090	19" COL 26MMDP,TC095	34023001	1	112.00	112.00			117.60	123.48	482.73
3498-2390-8090	19" COL 26MMDP,TC095	34023169	1	112.00	112.00			117.60	123.48	482.73

Attachment 1

EXHIBIT B

Schedule of Prices and Payments
Restated Under Amendment No. 1 : May 2009

Item Number	Description	Serial #	Qty	Maintenance Unit Price	2/1/07-1/31/08 Annual Price	5/21/08-1/31/09 Annual Price**	2/1/08-1/31/09 Annual Price	2/1/09-1/31/10 Annual Price	2/1/10-1/31/11 Annual Price	4 Yr Total
3498-2390-8090	19" COL.26MMDP,TC095	34023409	1	112.00	112.00		117.60	123.48	129.65	482.73
3498-2390-8090	19" COL.26MMDP,TC095	34023003	1	112.00	112.00		117.60	123.48	129.65	482.73
3498-2390-8090	19" COL.26MMDP,TC095	34023405	1	112.00	112.00		117.60	123.48	129.65	482.73
3498-2390-8090	19" COL.26MMDP,TC095	34023170	1	112.00	112.00		117.60	123.48	129.65	482.73
3498-2390-8090	19" COL.26MMDP,TC095	34023304	1	112.00	112.00		117.60	123.48	129.65	482.73
3498-2390-8090	19" COL.26MMDP,TC095	34023406	1	112.00	112.00		117.60	123.48	129.65	482.73
3498-2390-8090	19" COL.26MMDP,TC095	34023083	1	112.00	112.00		117.60	123.48	129.65	482.73
3498-2390-8090	19" COL.26MMDP,TC095	34024195	1	112.00	112.00		117.60	123.48	129.65	482.73
NCR-3241-S001	PC, NCR, 3241 Workstation	7KP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
3498-2414-8090	MONITOR, NCR, 17" Color CRT (NCR)	40760549MBWGW	1	3.43	3.43		79.00	82.95	87.10	252.48
NCR-3241-S001	PC, NCR, 3241 Workstation	7JP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	5JP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	3KP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	8KP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	1GP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	GJP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	1LP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	2LP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	CJP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	BJP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	9KP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	HJP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	FGP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	JJP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
3498-2414-8090	MONITOR, NCR, 17" Color CRT (NCR)	40760549MBMG4	1	3.43	3.43		79.00	82.95	87.10	252.48
3498-2414-8090	MONITOR, NCR, 17" Color CRT (NCR)	40760549MBMGQ	1	3.43	3.43		79.00	82.95	87.10	252.48
NCR-3241-S001	PC, NCR, 3241 Workstation	5GP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
NCR-3241-S001	PC, NCR, 3241 Workstation	9GP6V51	1	5.76	5.76		132.00	138.60	145.53	421.89
3498-2414-8090	MONITOR, NCR, 17" Color CRT (NCR)	476054A1B1J5	1	3.43	3.43		79.00	82.95	87.10	252.48
3498-2414-8090	MONITOR, NCR, 17" Color CRT (NCR)	40760549MBME8	1	3.43	3.43		79.00	82.95	87.10	252.48
7430-0631-6082	Lexmark Printer 30ppm T630N	9922PBP	1	477.00	477.00		500.85	525.89	552.19	2,055.93
7430-0631-6082	Lexmark Printer 30ppm T630N	9922PBD	1	477.00	477.00		500.85	525.89	552.19	2,055.93
SUPP.EXT	EXTENDED SOFTWARE SUPPORT		1	3,150.00	3,150.00		3,307.50	3,472.88	3,646.52	13,576.89
7780IMAGE	7780 2 PASS REMITTANCE SW		1	8,337.00	8,337.00		8,753.85	9,191.54	9,651.12	35,933.51
7780IMAGE-ADD	2 PASS REMITTANCE SW-ADDL		2	5,004.00	10,008.00		10,508.40	11,033.82	11,585.51	43,135.73
RPSX-SERT-0030	ImageRPS Servr(NT) 1-30 Usrs		1	4,787.00	4,787.00		5,026.35	5,277.67	5,541.55	20,632.57
IDTIMAGE-10	ImageRPS Workstation Software IDTs 1-10		10	1,253.00	12,530.00		13,156.50	13,814.33	14,505.04	54,005.87
IDTIMAGE-20	ImageRPS Workstation Software IDTs 11-20		6	1,253.00	7,518.00		7,893.90	8,288.60	8,703.02	32,403.52
7780IMAGEOCR-HS	IMAGE RPS 7780 OCR SW		3	3,337.00	10,011.00		10,511.55	11,037.13	11,588.98	43,148.66
IMGARC	ImageRPS Archive Base		1	2,503.00	2,503.00		2,628.15	2,759.56	2,897.54	10,788.24
IMGARCCONCUR	Web Archive 1 Concurrent User License		20	417.00	8,340.00		8,757.00	9,194.85	9,654.59	35,946.44
IMGARCCSERV	Web Archive(1license per web server)		1	417.00	417.00		437.85	459.74	482.73	1,797.32
GRAYSCRECO	GRAY SCALE RECOGNITION SW		2	9,504.00	19,008.00		19,958.40	20,956.32	22,004.14	81,926.86
RPSX-FPRO-FMAT	FoxPro Reformatter		1	836.00	836.00		877.80	921.69	967.77	3,603.26
TRANINT-CLASS1.75-04	Opex 3600 Interface Unit 1		1	2,025.00	2,025.00		2,126.25	2,232.56	2,344.19	8,728.00
TRANINT-CLASS1.75-AD	Opex 3600 Interface Unit2+		1	1,215.00	1,215.00		1,275.75	1,339.54	1,406.51	5,236.80
RPS-PDB-WKG-ADD-K	ImageRPS Workgroup DB - Add'l. User (max. 50)		1	162.00	162.00		170.10	178.61	187.54	698.24
LAR-RECO-1MIL-ADD	Legal Amt Recognition (LAR) One (1) Million Ticks		3	1,192.00		2,314.48	0.00	3,942.54	4,139.67	10,396.69

Attachment 1

EXHIBIT B

Schedule of Prices and Payments
Restated Under Amendment No. 1 : May 2009

Item Number	Description	Serial #	Qty	Maintenance Unit Price	2/1/07-1/31/08 Annual Price	5/21/08-1/31/09 Annual Price***	2/1/08-1/31/09 Annual Price	2/1/09-1/31/10 Annual Price	2/1/10-1/31/11 Annual Price	4 Yr Total
464576	SOFTWARE, ARCSERVE BACKUP		3	139.00	417.00		437.85	459.74	482.73	1,797.32
464591	SOFTWARE, ARCSERVE IT OPEN FILE MODULE		3	60.00	180.00		189.00	198.45	208.37	775.82
464582	SOFTWARE, ARCSERVE IT DISASTER RECOVERY		3	100.00	300.00		315.00	330.75	347.29	1,293.04
892455	PCANYWHERE32		11	47.00	517.00		542.85	569.99	598.49	2,228.33
3241-F670	XP Professional		20	28.00	560.00		588.00	617.40	648.27	2,413.67
3241-F670	XP Professional		1	28.00	28.00		29.40	30.87	32.41	120.68
3526-F850	Windows 2003 Server w/5 Clients		2	490.00	980.00		1,029.00	1,080.45	1,134.47	4,223.92
581068	BrightStor ArcServ Backup Software		2	158.00	316.00		331.80	348.39	365.81	1,362.00
458290	Windows Server 2003-License - 20 user CALS		1	145.00	145.00		152.25	159.86	167.86	624.97
458277	SOFTWARE, Visual FoxPro, v8		1	116.00	116.00		121.80	127.89	134.28	499.97
SILVER-MULT	LICENSE, SMART-SENTINEL 3.0	CTY-OF-LA	4	379.00	379.00		397.95	0.00	0.00	776.95
G625-8000-0000	7780 NT Image WISE IP Transport Software		3	2,367.00	7,101.00		7,456.05	7,828.85	8,220.30	30,606.20
SCRN-SCRIP	Screen Scrape		1	3,216.00	3,216.00		3,376.80	3,545.64	3,722.92	13,861.36
511-CUST-WFSC-CPWM	Custom Programming Hourly - With Maintenance		20	36.00	720.00		756.00	793.80	833.49	3,103.29
WINZIP	WinZIP		1	9.00	9.00		9.45	9.92	10.42	38.79
PC-ANYWHERE32	SOFTWARE, PC-ANYWHERE 32 V.11		1	47.00	47.00		49.35	51.82	54.41	202.58
Annual Total					\$162,339.53	\$2,314.48	\$174,863.45	\$187,131.32	\$196,487.88	\$723,136.66

Quarterly Payments

\$40,584.88

\$771.49

\$43,715.86

\$46,782.83

\$49,121.97

\$44,487.35

\$46,782.83

\$49,121.97

* Per contract, 7x24 hour hardware coverage during peak months of April & December.

*** Software added 1/1/08

SECTION III

Other Professional Services

2/1/07-1/31/08

2/1/08-1/31/09

2/1/09-1/31/10

2/1/10-1/31/11

Hourly Rate for Other Professional Services

\$215.00

\$215.00

\$215.00

\$215.00